

STATE OF MICHIGAN
COURT OF APPEALS

BARBARA ULMER,

Plaintiff-Appellant,

v

COVENANT HEALTHCARE,

Defendant-Appellee.

UNPUBLISHED

August 23, 2005

No. 253411

Saginaw Circuit Court

LC No. 03-049051-NZ

Before: Zahra, P.J., and Cavanagh and Owens, JJ.

PER CURIAM.

Plaintiff filed suit against defendant, alleging that she was wrongfully discharged in contravention of defendant's personnel policies and her legitimate expectations that those policies would be followed. She appeals as of right from the trial court's grant of summary disposition in favor of defendant, MCR 2.116(C)(10). We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Plaintiff first claims that the trial court committed error requiring reversal by considering the exhibits attached to defendant's motion for summary disposition. Two of the contested exhibits were policies from the Covenant HealthCare Policy and Procedure Manual; plaintiff based her claims on select policies set forth in the manual. Therefore, defendant was entitled to introduce other portions of the manual out of fairness. MRE 106. Additionally, the forms, signed by plaintiff, acknowledging her receipt of the policy and procedure manual, and acknowledging that the manual did not constitute a binding contract, were admissible as the non-hearsay admissions of a party opponent. MRE 801(d)(2)(B). Finally, plaintiff has presented nothing but speculation that the acknowledgement forms were incomplete, and mere speculation does not create a genuine issue of material fact. See *Smith v Globe Life Ins Co*, 460 Mich 446, 457; 597 NW2d 28 (1999).

Next, plaintiff asserts that the trial court improperly granted summary disposition in favor of defendant because she raised a valid legitimate expectations claim. We review the trial court's grant of the motion for summary disposition for whether, when considering the substantively admissible evidence in the light most favorable to the non-moving party, that evidence raises a genuine issue of material fact. *Veenstra v Washtenaw Country Club*, 466 Mich 155, 163-164; 645 NW2d 643 (2002). Defendant submitted two provisions of the policy and procedure manual that stated that employment was at-will, and that either the employee or the employer could terminate the employment relationship at any time, without notice, and without

cause. Therefore, plaintiff could not have developed a legitimate expectation that the policies in the manual constituted a promise of just-cause employment. *Lytle v Malady (On Rehearing)*, 458 Mich 153, 169-171; 579 NW2d 906 (1998).

Finally, plaintiff contends that the trial court's grant of summary disposition was premature because discovery was not yet complete. Motions for summary disposition under MCR 2.116(C)(10) are generally premature if granted before completion of discovery on a disputed issue. But summary disposition is appropriate if further discovery has no reasonable chance of uncovering factual support favorable to the non-moving party. *Colista v Thomas*, 241 Mich App 529, 537; 616 NW2d 249 (2000). Plaintiff has not identified any information in support of her claims that could be gained through additional discovery. *Coblentz v Novi*, 264 Mich App 450, 455-456; 691 NW2d 22 (2004). As a result, plaintiff has not established that summary disposition was prematurely granted.

Affirmed.

/s/ Brian K. Zahra
/s/ Mark J. Cavanagh
/s/ Donald S. Owens